No authority directly in point on either side of the question was cited in the case, and none has been found. The decision seems sound, since the Married Women's Property Acts have increased the control and security of a wife over her property. Thus, money earned by a married woman before her marriage cannot be taken in execution to satisfy the debt of her husband. *Martin* v. *Davis*, 30 Pa. Super. Ct. 59. In *Fitch* v. *Rathbun*, 61 N. Y. 579, it was held that where a wife brought her own furniture to the house of her husband and mingled it with his, and used it for household purposes, it did not become thereby the property of the husband. And in *Jones* v. *Nisbet*, 12 Ky. Law Rep. 796, the husband and wife were allowed damages against the officers who seized a piano which had belonged to a wife before marriage, on execution against the husband. So in the instant case the wife's judgment gave a vested right, not destroyed by a later marriage to the man liable upon the judgment. The redelivery of the notes to the husband, to be used as collateral security for a loan, would not raise the presumption of payment of her debt, because the husband was not the maker of the note.

BILLS AND NOTES—NOTICE OF DISHONOR—STATUTE OF LIMITATIONS.—The defendants were the controlling directors of the Dallas Cotton Mills Corporation, and they became accommodation indorsers on the note of the corporation. Plaintiff sues as holder of this note. Defenses,—that no notice of dishonor had been given, and that the statute of limitations had barred the action. *Held*, notice of dishonor must be given to endorsers who are controlling directors of the corporation maker; and part payment on the note of the maker before the bar of the statute does not renew the note as to indorsers. *Houser* v. *Fayssoux* (N. C. 1914), 83 S. E. 692.

The plaintiff relied upon *Hull* v. *Myers*, 90 Ga. 674, 16 S. E. 653 to sustain the statement that controlling directors of the corporation are not entitled to notice of dishonor. But in that case the indorsers had agreed among themselves that they were signing as sureties. Also, the Circuit Court of Appeals in *Phipps* v. *Harding*, 70 Fed. 468, 30 L. R. A. 513, said the case of *Hull* v. *Myers* is bottomed upon incorrect reasoning, and is without the support of authority. The Federal court further said that directors are to manage the corporate property, but need not furnish it with funds nor insure its obligations. In *McDonald* v. *Luckenbach*, 170 Fed. 434, 95 C. C. A. 60, the court said that managing directors who indorsed a corporation note would be held to that secondary liability and none other. Mere knowledge of the dishonor of paper is insufficient to charge the secondary party. BUNKER, NEGOTIABLE INSTRUMENTS, p. 149. The corporate entity is distinct from its officers and directors, and they are entitled to the same rights as any third party. The ruling of the North Carolina court in the instant case upon the bar of the statute is not in harmony with the earlier decisions of that state. The direct question was presented in *Garrett* v. *Reeves*, 125 N. C. 529, 34 S. E. 636, and decided the other way. It had been settled by the case of *Green* v. *Greensboro College*, 83 N. C. 449, 35 Am. Rep. 579, that part payment by the principal, before the note was barred by lapse of time, arrests

the running of the statute of limitations as to all *makers* and *sureties,* and that the statute commences to run again only from the day when the last payment was made. And *Garrett* v. *Reeves,* supra, expressly decided that the right against the defendant *indorser* was revived by a payment by the maker; that decision rested on the statute of 1827, (R. S., c. 13, § 10), construed to mean that an indorser was liable as a surety to the holder of the note. The court recognized the distinction between a surety and an indorser, as laid down in *Le Duc* v. *Butler,* 112 N. C. 461, 17 S. E. 428, but ruled that the distinction did not apply against a holder of the note, as to the statute of limitations. Now the court in the instant case refused to construe the statute of 1827 the same way, but decided upon the broad distinctions between a surety and an indorser, as stated in *Le Duc* v. *Butler,* supra. It is said that the rule previously laid down in the state ought not continue, because of the protection given in commercial law to the party of secondary liability.

COMMERCE — "INTERSTATE COMMERCE." — The plaintiff was injured while engaged in tearing down part of a railroad roundhouse, rendered useless by a fire. The active function of the roundhouse, as an instrumentality of interstate commerce had ceased to exist; the work of removal being necessary that a new building might be erected for railroad purposes, which would likely be used in connection with interstate commerce. *Held,* that the plaintiff was not engaged in "interstate commerce" at the time of his injury, and had no cause of action under the Federal Employers' Liability Act. *Thomas* v. *Boston & M. R. R.* (1914), 218 Fed. 143.

Under the Federal Employers' Liability Act a right of recovery exists only where the injury is suffered while the carrier is engaged in interstate commerce. *Pederson* v. *Del., Lack. & West. R. R.,* 229 U. S. 146. In that case it was held that a railroad employe carrying bolts to be used in repairing a bridge on an interstate railroad, and who is injured by an interstate train is entitled to sue under the Employers' Liability Act of 1908. There was a strong dissenting opinion, in which two Justices concurred, which held that the statute does not extend to the incidents of interstate commerce but is confined to transportation; that it does not include manufacturing, building or repairing, whether performed by a private person, or a railroad, for they are not commerce. In a later case, *Ill. Cent. R. R.* v. *Behrens,* 233 U. S. 473, it was held that an employe of an interstate railroad engaged in switching cars of intrastate freight, was not an employe engaged in "interstate commerce," and that upon completion of that task, he expected to engage in another which is a part of interstate commerce is immaterial under the Employers' Liability Act of 1908, and will not bring the action under the act.

CONSTITUTIONAL LAW—STATE AS DEFENDANT.—The State of Oklahoma created a depositors' guaranty fund (Laws 1911, ch. 31, amended by Laws 1913, ch. 22) which provided that by the levy of an assessment on state banks, the full repayment by the State Banking Board, of all deposits in case any bank failed, was guaranteed to all depositors. The Farmers' and Merchants'